

# EXHIBIT 2

# TRIF & MODUGNO

ATTORNEYS AT LAW

Louis A. Modugno  
lmodugno@tm-firm.com

November 18, 2022

**Via Email**

Extech Building Materials, Inc.  
Dba Liberty Building Products  
193 Christie Street  
Newark, New Jersey 07105

**Re: Principal:** Conti Enterprises, Inc.  
**Surety:** Travelers Casualty and Surety Company of America  
**Claimant:** Extech Building Materials, Inc. dba Liberty Building Products  
**Subcontract:** Assuncao Brothers, Inc.  
**Project:** Newark Liberty International Airport, Terminal A, Redevel  
**Bond #:** 106858445

Dear Sir/Madam,

We represent Vollers Excavating and Construction, Inc. ("Vollers") in connection with the acquisition of certain assets and related transactions concerning the bankruptcy of Assuncao Brothers, Inc. ("Assuncao"). We understand that Liberty Building Products has made demand on the referenced Bond issued by the Surety on behalf of the Principal related to the referenced Project. On behalf of Vollers and for the reasons set forth herein, we hereby demand that Liberty Building Products withdraw its claim against the Surety and the Principal.

On August 3, 2022 ("Petition Date"), Assuncao filed a voluntary bankruptcy petition under Chapter 11 of title 11, United States Code ("Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey ("Bankruptcy Court"). As of the Petition Date, Assuncao performed construction services on, among others, the referenced Project pursuant to the subcontract agreement between Assuncao and Conti Enterprises, Inc. ("Subcontract"). After the Petition Date until August 24, 2022, Assuncao continued to perform its obligations under the Subcontract.

On August 24, 2022, the Bankruptcy Court, after notice to all creditors including Liberty Building Products, and a hearing, entered an Order (I) Authorizing the sale of certain of Assuncao's assets to Vollers, (II) approving settlement with Manasquan Bank as Secured Lender, (III) authorizing Assuncao to enter Subcontracts with Vollers for Non-Bonded Projects, and (IV) authorizing Assuncao to assume and assign certain executory contracts and unexpired leases ("Sale Order"). The Sale Order provides, in relevant part, that Assuncao will complete certain Non-Bonded Projects including the Project involving South State. The Sale Order also provides that

**NEW JERSEY**  
89 Headquarters Plaza  
North Tower, Suite 1201  
Morristown, New Jersey 07960  
973-547-3611  
Facsimile: 973-554-1220

**NEW YORK**  
11 Broadway  
Suite 615  
New York, New York 10004  
917-477-2999  
Facsimile: 973-554-1220

**PENNSYLVANIA**  
1700 Market Street  
Suite 1005  
Philadelphia, Pennsylvania 19103  
267-869-0050  
Facsimile: 267-869-0051

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Assuncao is authorized to enter subcontracts with Vollers to complete Assuncao's obligations under, among others, its subcontract with South State.

Pursuant to the Sale Order, on August 24, 2022, Vollers and Assuncao executed a subcontract agreement in connection with the Project, which the Bankruptcy Court expressly approved. Paragraph 3 (page 16) of the Sales Order provides that "[t]he Asset Purchase Agreement... and the transactions contemplated therein including the Sale of the Purchased Assets and the execution of the Subcontracts free and clear of any lien, claim or interest of any lien, claim, right, interest, and encumbrance including, but not limited to any lien, claim, right, interest and encumbrance of the Debtor's creditors, subcontractors, vendors, supplier and materialmen are hereby approved...."

Paragraph 13 (pages 22-23) of the Sales Order provides that "all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, **trade creditors, subcontractors, vendors, suppliers, materialmen, litigation claimants and other creditors holding any liens, claims, rights, interest, or encumbrances of any kind or nature whatsoever** against or in all or any portion of the Purchased Assets and **Subcontracts** (whether legal or equitable, secured or unsecured, matured or **unmatured**, contingent or non-contingent, liquidated or unliquidated or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the Purchased Assets, the operation of the Debtor's business prior to the Closing Date or the transfer of the Purchased Assets to the Buyer, **hereby are forever barred, estopped and permanently enjoined from asserting, against the Buyer, any of its affiliates, successors or assigns, their property, owners on any of the Non-Bonded Projects or their sureties**, or the Purchased Assets, such persons' or entities' liens, claims, rights, interest, or encumbrances, other than with respect to any Assumed Liabilities, in and to the Purchased Assets, including, without limitation the following actions: (i) **commencing or continuing in any manner any action or other proceeding against the Buyer, any of its affiliates, successors, assets or properties or any owner or surety on any Non-Bonded Project**; (ii) **enforcing, attaching, collecting or recovery in any manner any judgment, award, decree or order against the Buyer, any of its affiliates, successors, assets or properties or any owner or surety on any Non-Bonded Project**; (iii) **creating, perfecting or enforcing any lien or claim against the Buyer, or any of its affiliates, successors, assets or properties or any owner or surety on any Non-Bonded Project**; (iv) asserting any setoff or right of subrogation of any kind against any obligation of the Buyer, any of its affiliates or successors; (v) commencing or continuing any action in any manner or place, that does not comply or is inconsistent with the provisions of this Order other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the business operated with the Purchased Assets."

Based on the clear terms of the Sale Order, subcontractors, and suppliers such as Liberty Building Products, are "forever barred, estopped and permanently enjoined from asserting" any claim against Vollers, Conti Enterprises, Inc. and the Surety. Liberty Building Products should therefore immediately withdraw its claim to the Surety. If Liberty Building Products does not withdraw its claims, Vollers will be forced to file a motion seeking to enforce the clear terms of

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the Sale Order and will seek fees and costs for Liberty Building Products willful contempt of the Sale Order.

On behalf of Vollers, we reserve all rights.

Very truly yours,

*/s/ Louis A. Modugno*

Louis A. Modugno